

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

MCLAREN FLINT,  
*a Michigan corporation,*

Plaintiff,

Case No.

v.

Judge

AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL  
EMPLOYEES; AMERICAN  
FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES  
COUNCIL 25; MCLAREN  
REGISTERED NURSES UNION LOCAL  
875, AN AFFILIATE OF AMERICAN  
FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES  
COUNCIL 25; KELLY INDISH; AND,  
CARON BRYANT,

Magistrate Judge

Defendants.

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**COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF**

Plaintiff McLaren Flint, through its counsel Clark Hill PLC, states as follows for its Complaint for Injunctive and Other Relief (“Complaint”) against Defendants American Federation of State, County, and Municipal Employees (“AFSCME”), American Federation of State, County, and Municipal Employees Council 25 (“AFSCME-MI”), McLaren Registered Nurses Union Local 875, an affiliate of American Federation of State, County, and Municipal Employees Council 25

(“Local 875”), Kelly Indish (“Indish”), and Caron Bryant (“Bryant”) (collectively, “Defendants”):

## **INTRODUCTION**

1. McLaren Flint is a 378-bed tertiary teaching hospital located in Flint, Michigan, offering a full range of comprehensive and advanced services for residents in greater Genesee County. McLaren Flint is one of the premier hospitals in the area and provider of medical services to residents and visitors in the surrounding area.

2. McLaren Flint is affiliated with Michigan State University College of Human Medicine in its medical residency programs including family practice, internal medicine, general surgery and orthopedic surgery. McLaren Flint also maintains Fellowship programs in vascular surgery, health psychology, cardiology, and pulmonary and critical care in partnership with Michigan State University.

3. McLaren Flint and AFSCME-MI/Local 875 are parties to a collective bargaining agreement (the “CBA”) that is effective from September 27, 2020 through September 28, 2024.

4. The parties have agreed to extend the terms of the CBA while they continue to negotiate and bargain a successor CBA. These negotiations are ongoing.

5. However, during bargaining, McLaren Flint has learned AFSCME-MI/Local 875 and certain of its agents and representatives have been actively

encouraging members of the public to not seek medical care or services at McLaren Flint in order to gain leverage in the negotiations process.

6. Not only does this conduct constitute tortious interference and a breach of the terms of the CBA, but it also threatens the health, safety, and well-being of the public at large by encouraging them to not seek medical care at one the region's only hospitals.

7. Defendants have no legitimate or justified reason under the law to be encouraging members of the public to not seek medical care at McLaren Flint.

8. Through this lawsuit, McLaren Flint may also seek preliminary and permanent injunctive relief enjoining Defendants from continuing to violate the terms of the CBA, violating the Labor Management Relations Act, and tortiously interfering with McLaren Flint's legitimate business expectations. McLaren Flint also seeks damages, including, but not limited to, exemplary and punitive damages, compensation for all losses of any sort incurred and that have been and will be incurred because of Defendants' conduct, and McLaren Flint's attorney fees, expenses, and costs in having to investigate, pursue, and remedy Defendants' conduct and in conducting this litigation.

### **PARTIES**

9. McLaren Flint is an "employer" within the meaning of 29 U.S.C. § 152(2). McLaren Flint is also a Michigan corporation, with its principal place of

business in Genesee County at 401 South Ballenger Hwy., Flint, Michigan 48532. McLaren Flint conducts business in the Eastern District of Michigan.

10. Defendant AFSCME is a “labor organization” within the meaning of 29 U.S.C. § 152(5), with its principal place of business located in Washington D.C. at 1625 L Street, N.W. Washington, DC 20036. AFSCME conducts business in Michigan, directly, or by and through its affiliates AFSCME-MI and AFSCME-MI’s agents as referenced below. Additionally, AFSCME-MI is an affiliate of and governed by the Constitution, by-laws, and other terms or provisions established by AFSCME. AFSCME conducts business in the Eastern District of Michigan.

11. AFSCME-MI is a “labor organization” within the meaning of 29 U.S.C. § 152(5), with its principal place of business located in Ingham County at 1034 N. Washington Ave., Lansing, Michigan 48906. AFSCME-MI conducts business in the Eastern District of Michigan and maintains an office in Wayne County at 7700 Second Ave., Ste. 314 Detroit, Michigan 48202.

12. McLaren Registered Nurses Union Local 875, an affiliate of American Federation of State, County, and Municipal Employees Council 25 is a “labor organization” within the meaning 29 U.S.C. § 152(5), with its principal place of business located in Genesee County, at 3738 Beecher Rd., Flint, Michigan 48503. Local 875 conducts business in the Eastern District of Michigan.

13. Kelly Indish is currently, and at all relevant times has been, the President of Local 875. In that capacity, Indish is a legal agent of, and authorized to act on behalf of and bind, Local 875. Indish also serves as an “International Vice President” of AFSCME. Indish resides in Genesee County, and as a result, Indish resides in and conducts business in the Eastern District of Michigan.

14. Caron Bryant is a member of Local 875 and serves on Local 875’s bargaining committee for its negotiations with McClaren Flint. In that capacity, Bryant is a legal agent of, and authorized to act on behalf of and bind, Local 875. Bryant resides in Genesee County, and as a result, Bryant resides in and conducts business in the Eastern District of Michigan.

### **JURISDICTION AND VENUE**

15. This Court has original jurisdiction over this matter pursuant to 28 U.S.C. § 1331 and applicable law because this is a civil action arising under the laws of the United States of America.

16. This Court has supplemental jurisdiction over McLaren Flint’s state law claims under 28 U.S.C. § 1367(a) and applicable law because the state law claims are so related to the federal claims that they form part of the same case or controversy.

17. Venue is proper in this Court under 28 U.S.C. § 1391(b)(1) and (2) because Local 875 has its principal place of business, may be found in, and is subject

to personal jurisdiction in this judicial district; Indish, resides in, works in, and is subject to personal jurisdiction in this judicial district; AFSCME does business in Michigan, directly, by contracting with McLaren Flint, or by and through its affiliates, AFSCME-MI or Local 875, and is thus subject to personal jurisdiction in this judicial district; AFSCME-MI conducts business in this judicial district and is subject to personal jurisdiction in this judicial district; and, a substantial part of the events or omissions giving rise to this action occurred in this judicial district.

### **BACKGROUND FACTS**

18. McLaren Flint is a full-service hospital located in Flint, Michigan providing a range of services to the residents of Genesee County and beyond.

19. McLaren Flint offers a variety of bariatric, cardiology, imaging, neuroscience, rehabilitation, stroke, trauma, cancer care, emergency, lab, orthopedic, general surgical, and women's health services.

20. Through years of providing dedicated and thorough services to patients, McLaren has earned a stellar reputation in the community.

21. U.S. News & World Report recognized McLaren Flint as a top 10 hospital in southeast Michigan in 2019-2020.

22. In 2022, Healthgrades.com awarded McLaren Flint its Patient Safety Excellence Award.

23. McLaren Flint and AFSCME-MI and Local 875 are parties to a CBA. (Ex. 1, Collective Bargaining Agreement.)

24. The CBA, which was ratified on November 2, 2020, is effective from September 27, 2020 through September 28, 2024.

25. The parties are currently in the midst negotiating a successor CBA. In the interim, the parties have agreed to extend the terms of the existing CBA until such time that a Tentative Agreement is ratified or either party gives the other a twenty-one day notice of termination.

26. Relevant here, Article 57 of the CBA provides as follows:

**Article 57. NO STRIKE – NO LOCK OUT**

**Section A.** During the term of this Agreement, *the Union, and/or any bargaining unit RN represented by the Union and/or Local 875, will not cause, authorize, sanction, condone, or take part in any* strike, sympathy strike, slow down, boycott, work stoppage, or *interfere with the operations of the Employer*, including picketing of any premises or buildings of McLaren Flint, MHMG, and MMG because of a labor dispute with the Employer.

**Section B.** *The Union agrees that they and their officers will take prompt affirmative action to prevent or stop* unauthorized strikes, sympathy strikes, slow downs, boycotts, work stoppages, or *interference with the operations of the Employer* by notifying the RNs covered under this contract, in writing, that it disavows these acts. The Employer will have the right to discharge any or all RNs who violate Section A of this Article. The Grievance Procedure of this Agreement will be available to any such RNs only to contend that they had not participated or

engaged in such prohibited conduct. [Ex. 1, at Art. 57, p. 109 (emphases added).]

27. Defendants have breached the terms of Article 57.

28. For example, on or about September 21, 2024, Caron Bryant, a McLaren Flint employee, a member of Local 875, and a member of Local 875's bargaining committee in its negotiations with McLaren Flint, re-shared a post on her personal Facebook page from Indish and tagged Aaron Bryant, her husband, who also is a McLaren Flint employee, a member of Local 875, and a member of Local 875's bargaining committee in its negotiations with McLaren Flint, in the post. (Ex. 2, C. Bryant Facebook Post.) Caron Bryant then went on to encourage members of the public to not use "McLaren facilities" – not just McLaren Flint – until a new contract was ratified:

It's a critical time right now for Aaron, myself, and our McLaren family of nurses. Our current contract expires in just a few short days. We all love our patients and the community in which we serve. We are fighting for a fair contract which includes safer staffing for our patients, affordable health care for the nurses, and fair wages reflecting the increase of the cost of living. We are asking for all of our friends, family, and our beloved community members to help support us. ***Some examples of supporting us are as follows: Reduce using McLaren facilities right now if at all possible until we ratify a new fair contract.*** You can voice your support for the nurses on any and all McLaren social media platforms. Plan on joining us on the picket line if it comes to that. This is a very scary and stressful time for us and any and all support we receive is beyond appreciated. Our union is strong and we are ready to fight for our patients and what we all



deserve. We would love to lock arms and hearts with all of you. We need you to help support US so we can continue helping YOU when you need us! [Ex. 2, C. Bryant Facebook Post (emphasis added).]

29. Additionally, Indish wrote a letter to Michael Randick, who, on information and belief, serves as the President of the Genesee, Lapeer, and Shiawassee Building Trades Council. (Ex. 3, Indish Letter.)

30. In her letter to Randick, Indish requested that Randick facilitate a boycott of McLaren by all members of the Michigan Building Trades:

***At the last labor alliance meeting we discussed that I may reach out soon and request that All Michigan Building Trades (which you mentioned [sic] over 130,000 members) restrict all use of McLaren as a healthcare provider.*** While I hope it won't come to that and your assistance helps, the situation does not appear to be promising and we be prepared to take the appropriate actions.

As I'm sure you can see, this situation is of utmost importance and I appreciate dearly all of the help and support you can provide. I look forward to our next meeting. [Ex. 3, Indish Letter (emphasis added).]

31. The above-referenced acts by Indish, Bryant, AFSCME-MI, Local 875, and AFSCME constitute a breach of the CBA.

32. The above-referenced acts by Indish, Bryant, AFSCME-MI, Local 875, and AFSCME constitute a violation of the Labor Management Relations Act.

33. The above-referenced acts by Indish, Bryant, AFSCME-MI, Local 875, and AFSCME constitute tortious interference with McLaren Flint's relationships and business expectancies.

34. Defendants are jointly and severally liable for this conduct.

**COUNT I**  
**BREACH OF COLLECTIVE BARGAINING AGREEMENT**  
**(MCLAREN FLINT AGAINST ALL DEFENDANTS)**

35. McLaren Flint realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

36. The CBA to which McLaren Flint and Defendants are signatories and/or obligors includes an express provision prohibiting AFSCME, AFSCME-MI, and Local 875 from interfering with McLaren Flint's operations:

**Article 57. NO STRIKE – NO LOCK OUT**

**Section A.** During the term of this Agreement, *the Union, and/or any bargaining unit RN represented by the Union and/or Local 875, will not cause, authorize, sanction, condone, or take part in any* strike, sympathy strike, slow down, boycott, work stoppage, or *interfere with the operations of the Employer*, including picketing of any premises or buildings of McLaren Flint, MHMG, and MMG because of a labor dispute with the Employer.

**Section B.** *The Union agrees that they and their officers will take prompt affirmative action to prevent or stop* unauthorized strikes, sympathy strikes, slow downs, boycotts, work stoppages, or *interference with the operations of the Employer* by notifying the RNs covered under this contract, in writing, that it disavows these acts. The Employer will have the right to discharge any or all

RNs who violate Section A of this Article. The Grievance Procedure of this Agreement will be available to any such RNs only to contend that they had not participated or engaged in such prohibited conduct. [Ex. 1, at Art. 57, p. 109 (emphases added).]

37. The acts and courses of conduct of Indish, Bryant, AFSCME-MI, Local 875, and AFSCME constitute a breach of Article 57 because those parties “cause[d], authorize[d], sanction[ed], condon[ed], or t[ook] part in any . . . “infere[nce] with the operations of” McLaren Flint by encouraging members of the public to not use McLaren Flint’s services.

38. Through Article 57, AFSCME, AFSCME-MI, and Local 875 agreed to assume a contractual duty for affirmatively stopping before it begins or ending, after it has begun, the interruption of work caused or permitted by its members.

39. AFSCME, AFSCME-MI, and Local 875 knew or should have known that the conduct described throughout this Complaint violated Article 57 of the CBA, especially considering that Local 875’s President and AFSCME’s International Vice President (Indish) and members of the Local 875 bargaining committee (Bryant) were the ones engaging in the at-issue conduct.

WHEREFORE, McLaren Flint requests that the Court enter judgment against Defendants as to Count I of the Complaint; enter an order enjoining Defendants from further violating the terms of the CBA; award McLaren Flint damages as a result of

Defendants' breach; and award McLaren Flint costs and attorney fees, and such other relief that this Court deems just and reasonable.

**COUNT II**  
**LABOR MANAGEMENT RELATIONS ACT SECTION 303 VIOLATION**  
**(MCLAREN FLINT AGAINST ALL DEFENDANTS)**

40. McLaren Flint realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

41. The acts and courses of conduct of Indish, Bryant, AFSCME, AFSCME-MI, and Local 875, including the acts by and through its agents, as set forth throughout this Complaint, violate Section 8(b)(4) of the Labor Management Relations Act.

42. 29 U.S.C. § 187 provides for a cause of action "in any district court of the United States" for "whoever" is injured in the manner prohibited by Section 8(b)(4) of the Labor Management Relations Act.

43. Specifically, the acts and conduct of Indish, Bryant, AFSCME, AFSCME-MI, and Local 875 violated Section 8(b)(4) by way of these Defendants' threats, coercion, and/or restraint of members of the public to cease using or doing business with McLaren Flint, as well as requesting that Randick facilitate a boycott of McLaren by all members of the Michigan Building Trades.

WHEREFORE, McLaren Flint requests that the Court enter judgment against Defendants Indish, Bryant, AFSCME, AFSCME-MI, and Local 875 as to Count II

of the Complaint; enter an order enjoining these Defendants from further violating Section 8(b)(4) of the Labor Management Relations Act; award McLaren Flint damages as a result of these Defendants' legal violations; and award McLaren Flint costs and attorney fees, and such other relief that this Court deems just and reasonable.

**COUNT III**  
**TORTIOUS INTERFERENCE WITH A BUSINESS RELATIONSHIP OR**  
**EXPECTANCY BETWEEN MCLAREN FLINT AND ITS**  
**PATIENTS/MEMBERS OF THE PUBLIC**  
**(AGAINST ALL DEFENDANTS)**

44. McLaren Flint realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

45. McLaren Flint has business relationships and/or expectancies with its patients and members of the greater public, especially those in Genesee County, where McLaren Flint is one of the premier hospitals.

46. Indish, Bryant, AFSCME-MI, Local 875, and AFSCME knew of these relationships and expectancies when they interfered with them by encouraging, influencing, and coercing members of the public to stop using McLaren Flint's services as leverage in collective bargaining negotiations with AFSCME-MI and Local 875.

47. Indish, Bryant, AFSCME-MI, Local 875, and AFSCME possess an improper motive through their actions; namely, to place untoward pressure on

McLaren Flint to accept terms they deem more favorable to individuals they represent by seeking to damage McLaren Flint's reputation in the community and economic opportunities.

48. There is no justifiable or legally supported basis for Indish, Bryant, AFSCME-MI, Local 875, and AFSCME to interfere with such business relationships and/or expectancies.

49. As a direct and proximate result of Indish, Bryant, AFSCME-MI, Local 875, and AFSCME's wrongful conduct, McLaren Flint has suffered economic injury, loss of goodwill, harm to its business reputations, loss of esteem and standing in the community, and loss of business opportunities.

WHEREFORE, McLaren Flint requests that the Court enter judgment against Defendants as to Count III of the Complaint; enter an order enjoining Defendants from further engaging in this tortious conduct; award McLaren Flint damages as a result of Defendants' tortuous conduct; and award McLaren Flint costs and attorney fees, and such other relief that this Court deems just and reasonable.

### **RELIEF REQUESTED**

WHEREFORE, McLaren Flint respectfully requests the following relief:

- a) Enjoining Defendants from further breaches of the CBA, the Labor Management Relations Act, and from tortiously interfering with

McLaren Flint's operations and business relationships and expectancies;

- b) A judgment against Defendants for damages in an amount to be determined at the time of trial, in excess of \$75,000.00;
- c) Interest and costs;
- d) An award of McLaren Flint's attorneys' fees and expenses; and
- e) Other relief the Court and/or trier of fact deems just and proper.

**JURY DEMAND**

McLaren Flint hereby demands a trial by jury on all issues so triable.

Respectfully submitted,

CLARK HILL PLC

s/ Brian D. Shekell

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